

# **REQUEST FOR APPLICATION**

**#2001-01**

## ***Projects*** ***for the*** ***Prevention and Control of*** ***Hepatitis C***

**JULY 23, 2001**

California Department of Health Services  
Disease Investigations and Surveillance Branch  
2151 Berkeley Way, Room 708  
Berkeley, CA 94704  
(510) 540-2022  
(510) 540-2327 FAX

**DEPARTMENT OF HEALTH SERVICES**  
**Division of Communicable Disease Control**  
2151 Berkeley Way, Room 708  
Berkeley, CA 94704  
510-540-2022



July 23, 2001

TO: Prospective Applicants

SUBJECT: Request for Application (#2001-01) for Projects for the Prevention and Control of Hepatitis C

The California Department of Health Services, Disease Investigations and Surveillance Branch, (CDHS/DISB) invites applications from qualified agencies to design and implement Hepatitis C Prevention and Control Projects.

Approximately \$1,100,000 is available in FY 2001 to fund an estimated eight to twelve contracts. It is expected that the contract period will begin approximately November 1, 2001, and will end October 31, 2002.

The enclosed Request for Application (RFA) specifies the goals, funding priorities, agency and budget requirements, contract conditions, and the selection process. Please review the RFA carefully. Each application must comply with all RFA requirements in order to be considered responsive and, subsequently, reviewed. The complete RFA and all required forms are also available on the CDHS/DISB website at: <http://www.dhs.ca.gov/ps/dcdc/dcdcindex.htm>.

Prospective applicants are required to submit a mandatory Letter of Intent by August 13, 2001, notifying the Hepatitis C Prevention and Control Unit within CDHS/DISB of their intent to submit an application. **The completed application must be postmarked or received by August 29, 2001, per RFA instructions.** Send applications to:

California Department of Health Services  
Disease Investigations and Surveillance Branch  
2151 Berkeley Way, Room 708  
Berkeley, CA 94704  
**Attn: Hepatitis C Prevention and Control Unit**

If your agency is not interested in applying, you may wish to forward this RFA to another potential applicant. Thank you for your interest in hepatitis C prevention and control.

Duc J. Vugia, M.D., M.P.H., Chief  
Disease Investigations and Surveillance Branch

Enclosure

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# I. INTRODUCTION

## **A. GOALS**

The goals of the Hepatitis C Program, administered by the California Department of Health Services, Disease Investigations and Surveillance Branch (CDHS/DISB), are to reduce the incidence of acute hepatitis C virus (HCV) infection in California and to limit the progression and health complications of chronic hepatitis C-related liver disease in Californians who are already infected. Implementing Hepatitis C Prevention and Control Projects is a critical first step in achieving these goals.

This RFA seeks applications from California's government and nonprofit agencies to design and implement culturally relevant hepatitis C prevention and control projects that provide outreach, education, counseling, testing and/or referrals to HCV-infected or at-risk populations.

## **B. BACKGROUND**

HCV infection, first identified in 1988, is the most common chronic blood-borne viral infection in the United States with over 4 million carriers. In California, the virus affects approximately 600,000 people, or 2 percent of the population. Because symptoms are present in only 20 to 30 percent of acute cases, most infections go undiagnosed until liver disease develops 20 to 30 years later. About 20 percent of those infected with HCV will develop advanced liver disease and 1 to 5 percent will die from liver cancer. The current estimated mortality rate from hepatitis C is about 1000 Californians per year; this rate is expected to double or triple over the next 20 years.

Hepatitis C can be a debilitating and costly disease. Currently, 40 percent of liver transplants in the U.S. are for persons infected with HCV, costing \$300,000 each. The yearly cost of care for a person with advanced liver disease is about \$20,000. Californians now annually spend over \$50 million in costs related to HCV.

HCV transmitted through contaminated drug paraphernalia during injection-drug use accounts for over half of the estimated 5,000 new infections acquired annually in California. Other less common modes of transmission for HCV include sexual contact with an infected person, perinatal exposure, and blood transfusions or transplants. Before 1992, HCV was transmitted mainly from blood transfusions and transplants because it was not possible to screen blood for the virus. After 1992, blood tests for HCV became widely available and even though new HCV infections through this route have since been essentially eliminated, many people with past transfusions and transplants are unaware of their present infection status.

Combat veterans who served in Vietnam are another group that might be infected but not be aware of their HCV status. While in service, these veterans may have been exposed to the HCV virus through blood transfusions or battle injuries. Veterans make up 10 to 12 percent of California's adult population; approximately 60,000 veterans are HCV-infected. This population needs to be motivated to seek testing and counseling, which could be accomplished through Hepatitis C outreach and educational projects.

## **C. LEGISLATION**

In response to the threat that hepatitis C poses to Californians, the legislature introduced, and the governor signed, SB 1256 (Polanco)<sup>1</sup> in September 2000. The Governor allocated one-time funding to implement the bill, which includes provisions for education and outreach programs. Through this RFA process, \$1.1 million will be awarded to governmental and nonprofit agencies for developing and implementing hepatitis C prevention and control projects that provide outreach, education, counseling, testing and/or referrals to at-risk populations.

According to the Governor's mandate, 50 percent of the Hepatitis C Project efforts must target veterans. Therefore, agencies are required to include in their applications an estimate of the number of veterans using their services or an estimate of the agencies capacity to serve veterans. Furthermore, to ensure compliance with the Governor's mandate, **all funded projects will be required to record the number of (and percent comprising) veterans utilizing their services.**

## **D. STRATEGIC PLAN**

*The Hepatitis C Strategic Plan: A collaborative approach to the emerging epidemic in California*<sup>2</sup> can be used as a guide for developing Hepatitis C Prevention and Control Projects. Governmental and nonprofit agencies requesting funds through this RFA should refer to the recommendations outlined in this document which provides a comprehensive set of objectives with actions to address HCV prevention and control in California.

## **E. FUNDING PRIORITIES**

At this time, limited resources preclude a comprehensive statewide approach to hepatitis C prevention and control, as hoped for in *The Strategic Plan*. Therefore, this RFA's funding priorities will focus on two areas: 1) Primary Prevention and 2) Secondary Prevention for the following target populations:

- *Persons who practice behaviors that place them at increased risk for HCV infection.*
- *Persons who are already infected with HCV, but may or may not know it.*

## **F. TRAINING**

CDHS will provide training to service providers and counselors of projects funded through this RFA. The training will include integration of hepatitis C into relevant programs and updates on HCV infection.

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<sup>1</sup> Note: Chapter 754 Section 122420 of the Health and Safety Code outlines the requirements of the law.

<sup>2</sup> To request a copy, contact the Hepatitis C Unit at (510) 540-2022 or go to:  
<http://www.dhs.ca.gov/ps/dcdc/html/publicat.htm>.

## **II. GENERAL INFORMATION**

### **A. ELIGIBILITY REQUIREMENTS**

1. Applications are invited from California non-sectarian, non-profit organizations, including local health departments and universities. Applicants claiming private non-profit status must include as part of their application either (a) a certification from the State of California, Office of the Secretary of State or (b) a letter from the Department of the Treasury, Internal Revenue Service, classifying the applicant agency as a private non-profit organization. The certification and a sample letter are provided in Appendices A and B, respectively. Applications from non-profit organizations that do not include this documentation will be rejected and receive no further consideration.
2. Applicants must demonstrate that they have the expertise and prior experience to successfully accomplish the project for which they are applying. (Refer to page 12, Agency Capability).
3. Applicants must demonstrate the fiscal ability to manage government contract funds. Agencies will also need to be fiscally solvent to cover expenses during the CDHS/DISB invoicing and payment process, which takes from 60 to 90 days. (Refer to page 13, Agency Capability).

### **B. CONTRACT PERIOD**

The one-year contract period is expected to begin on approximately November 1, 2001, and end on October 31, 2002. In the likely event that additional funding for hepatitis C is made available, the awarded contract may be extended, contingent upon successful performance of the contract.

### **C. FUNDING LEVEL**

1. Approximately \$1,100,000 is available for this one-year contract period. We anticipate that 8 to 12 contracts will be awarded.
2. Applicants may apply for the amount of funds needed to implement an effective project as outlined in their application. Awards will depend on the assessed quality of the project proposed, and the applicant's capability to successfully carry out the scope of work. It is anticipated that contract awards will average between \$75,000 and \$150,000. Projects proposing a regional approach that will serve larger numbers of at-risk populations may request higher amounts. Projects proposing a targeted approach to a smaller number of people may request lower amounts.
3. If, during the term of the contract, state funds are reduced or eliminated, CDHS/DISB may terminate or reduce the contract by written notice to the Contractor. No such termination or reduction shall apply to allowable costs

already incurred by the Contractor if state funds are available for payment of such costs.

#### **D. RFA TIMELINE**

The following is the likely timeline:

1.	RFA posted on the CDHS Website	07/23/01
2.	Deadline for Written Questions	08/06/01
3.	Answers to Questions Posted on CDHS website	after 08/10/01
4.	Deadline for Letter of Intent	08/13/01
5.	Deadline for Application (Postmarked or hand-delivered)	08/29/01
6.	Notice of Awards Mailed to all Applicants	09/19/01
7.	Deadline for Appeals	09/28/01
8.	Work Plan Negotiation	09/24/01 thru 10/24/01
9.	Appeals Hearings (as scheduled)	09/24/01 thru 10/05/01
10.	Contract Period Begins	11/01/01
11.	Contract Period Ends	10/31/02

#### **E. APPLICATION MAILING ADDRESS AND FAX NUMBER**

All mailed correspondence should be sent to:

California Department of Health Services  
Disease Investigations and Surveillance Branch  
2151 Berkeley Way, Room 708  
Berkeley, CA 94704  
**Attn: Hepatitis C Prevention and Control Unit**

All faxed correspondence should be sent to:

FAX: (510) 540-2327  
**Attn: Hepatitis C Prevention and Control Unit**

#### **F. RFA QUESTIONS OR PROBLEMS**

1. CDHS/DISB will accept written questions postmarked or faxed **by 5:00 p.m. on Monday, August 6, 2001**. Telephone calls for technical assistance on application development will NOT be accepted. After August 10, 2001, answers to questions submitted in writing will be compiled and posted on the CDHS website: <http://www.dhs.ca.gov/ps/dcdc/dcdcindex.htm>.
2. If you discover any problems with the RFA, including ambiguity, discrepancy, omission, or any other errors, notify CDHS/DISB immediately of such problems in writing and request clarification or modification of the RFA document. Note that any such communication or inquiry will only be accepted in writing by mail at the above address or by FAX at the above number. If it becomes necessary to amend or modify this RFA, an Addendum will be posted on the CDHS website: <http://www.dhs.ca.gov/ps/dcdc/dcdcindex.htm>.

## **G. APPLICATION SUBMISSION REQUIREMENTS**

### **1. Letter of Intent**

For purposes of planning the review process, prospective applicants are required to submit a Letter of Intent to submit an application. This letter is not binding if an applicant elects not to submit an application; however, an application will not be accepted **unless** a Letter of Intent is submitted on time. **The signed original Letter of Intent must be postmarked or faxed by 5:00 p.m. on Monday, August 13, 2001.**

The Letter of Intent must be submitted on agency letterhead and should include the following:

- Brief description of the applicant agency
- Short description (one- to two-paragraph summary) of the proposed project
- Estimated budget request

### **2. Application Delivery**

**Completed applications can either be mailed or hand-delivered.**

Copies transmitted by FAX or email will NOT be accepted. Incomplete or late applications will be considered non-responsive and will not be reviewed.

CDHS/DISB will send an email (or letter, if no email address is provided) verifying the receipt of all timely applications.

- **Mailed applications must be postmarked by Wednesday, August 29, 2001.**
- **Hand-delivered applications must be delivered by 5:00 p.m. on Wednesday, August 29, 2001.**

Please deliver applications to the front desk of 2151 Berkeley Way, Berkeley, CA 94704 from 8:00 a.m.–12:00 p.m. or 1:00 p.m.–5:00 p.m. Those delivering will be asked to sign and date the application.

### **3. Application Copies**

Applicants must submit an application package, which includes:

- One signed **original** complete application (clearly marked "original")
- Six copies of the complete application

### **4. Authority to Verify Application Information**

All applicants agree that, in submitting an application, they authorize CDHS/DISB to verify any and all claimed information and to contact any references named in their application.



## 5. Application Costs

The cost of preparing the application is the sole responsibility of the applicant and shall not be charged to the State of California or included in any cost element of the application budget.

## H. APPLICATION REVIEW PROCESS AND SCORING

### 1. Review for Completeness and Compliance

Each timely application received by CDHS/DISB will be reviewed for completeness and compliance with the RFA instructions. Applications must be complete at the time of submission and must include the required number of copies. No changes, modifications, corrections, or additions may be made to the application once it has been received. An application will be deemed incomplete if any sections are missing. Submitted applications must include all items listed on the Application Checklist (Refer to Attachment 1). **Incomplete or late applications will not be reviewed; there will be no exceptions.**

### 2. Review for Funding Consideration

CDHS/DISB will assemble a panel to review and competitively rank each application in accordance with the review criteria outlined below. Based on the review panel recommendation, CDHS/DISB will make the final award decisions. The final contract award may be less than the amount requested in the application. Final contract award decisions are subject to the availability of funds. CDHS/DISB reserves the right to fund any or none of the applications submitted in response to this RFA.

### 3. Scoring Criteria

Applications will be ranked using a maximum possible score of 100 points. Only applications receiving a score of 75 points or more will be considered for funding. The final evaluation score for each application will be based on the following criteria. Refer to Section IV: Application Preparation for more specific scoring measures.

- |   |  |                  |
|---|--|------------------|
| • | <b>Scope of Work</b>                           | <b>40 points</b> |
| • | <b>Agency Capability</b>                       | <b>25 points</b> |
| • | <b>Project Description</b>                     | <b>20 points</b> |
| • | <b>Target Population and Statement of Need</b> | <b>15 points</b> |

## **I. NOTIFICATION OF CONTRACT AWARD**

### **1. Notification of Intent to Award**

Contracts will be awarded to applicants after review panel recommendations and secondary staff analyses are completed. A passing score does not guarantee an award. Written notification of the State's intent to award, identifying the selected projects, will be mailed **Wednesday, September 19, 2001** to all applicants.

### **2. Copyright and Ownership of Applications**

All materials submitted in response to this RFA will become the property of the CDHS/DISB and, as such, will be subject to the Public Records Act (Government Code Section 6250 et seq.). CDHS/DISB shall have the right to use all ideas or adaptations of the ideas contained in any application received. Selection or rejection of an application will not affect this right. (Refer to Appendix C: Intellectual Property Rights).

## **J. APPEAL PROCESS**

Only those agencies submitting applications within the required guidelines, and not funded, may appeal. There is no appeal process for late or incomplete applications or for the funding level awarded by CDHS/DISB. Letters appealing the final application selection **must be postmarked no later than Friday, September 28, 2001**, and mailed to the address indicated below.

Appeals shall be limited to the grounds that CDHS/DISB failed to apply correctly the standards promised in this RFA for reviewing or evaluating applications. The appellant must file a written appeal, which includes the issue(s) in dispute, the legal authority or other basis for the appellant's position, and the remedy sought. Incomplete appeals will be rejected. Appeals must be mailed to:

Jim Felten, M.P.A.  
Acting Chief or Designee  
Division of Communicable Disease Control  
California Department of Health Services  
601 North 7<sup>th</sup> Street, MS 486  
P.O. Box 942732  
Sacramento, CA 94234-7320

At his sole discretion, the Acting Chief, Division of Communicable Disease Control (DCDC) or his designee, may hold an appeal hearing with each appellant and then come to a decision. The decision is based either on the combination of the written appeal letter and the evidence presented at the hearing or on the written appeal letter if no hearing is conducted. The decision of the DCDC chief or his designee shall be final. There will be no further administrative appeal. Appellants will be notified of decisions regarding their appeal in writing within ten working days of their hearing date or the written appeal letter, if no hearing is conducted.

### **III. APPLICATION GUIDELINES**

#### **A. GOALS**

The goals of this RFA are to provide the following services to HCV-infected or at-risk populations:

- Outreach
- Education
- Counseling
- Testing, which includes only screening tests for the presence of antibody to HCV and supplemental confirmatory tests (e.g. RIBA or PCR), as appropriate.<sup>3</sup>
- and/or Referrals

#### **B. TARGET POPULATION**

The target population of all activities funded as a result of this RFA includes:

1. Persons who practice behaviors that place them at increased risk for HCV infection.
2. Persons who are already infected with HCV, but may or may not know it.

#### **C. PRIORITY AREAS OF FUNDING**

CDHS/DISB recognizes that hepatitis C is a major public health problem in California and there exist many unaddressed public health needs related to hepatitis C; however, the cost of care and treatment of hepatitis C goes beyond the scope of funding provided by SB 1256<sup>4</sup>.

As a critical first step in the overall response to hepatitis C, this RFA will focus funding priorities on two areas: Primary Prevention and Secondary Prevention. Applicants may design projects that address one or both funding priorities, but each project must stand on its own merit.

##### **1. Primary Prevention**

Primary Prevention seeks to decrease the number of people infected with hepatitis C. Examples of Primary Prevention Projects include, but are not limited to, the following:

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<sup>3</sup> Funding will not be provided to test viral load or for doing liver biopsies.

<sup>4</sup> Funding will not be provided for applications that address professional education and training, surveillance, research, medical management, or rehabilitation.

- Integrate hepatitis C education, counseling, testing and referral into relevant programs that serve at-risk populations such as HIV, STD and substance abuse treatment programs.

*Integration of hepatitis C into already existing counseling and testing programs is recommended in CDC's National Hepatitis C Prevention Strategy.*

- Implement a local outreach campaign to increase awareness of and provide risk reduction information about hepatitis C. The campaign may be aimed at high-risk populations who may be underserved because of language, culture or other barriers.
- Provide hepatitis C primary prevention services for at-risk populations not served by HIV, STD and substance abuse treatment programs.

## **2. Secondary Prevention**

Secondary Prevention seeks to identify hepatitis C-infected persons and offer effective, accessible and affordable case management to prevent or limit the progression and complications of hepatitis C infection. Examples of Secondary Prevention Projects include, but are not limited to, the following:

- Implement a program that ensures the availability of hepatitis C education, counseling, and/or referrals for case management of infected persons.<sup>5</sup>

CDHS will provide training to service providers and counselors of projects funded through this RFA. The training will include the integration of hepatitis C into relevant programs and updates on HCV infection.

## **D. FUNDING PREFERENCES**

Funding preference will be given to:

1. Applicants whose project sustains or builds upon existing capacities within its agency while minimizing duplication and gaps in service.
2. Applicants who propose collaborative regional or community approaches (e.g., local health departments collaborating with nonprofit community-based organizations) to prevent and/or control hepatitis C.
3. Applicants whose project delivers public health services to populations in which a high proportion are likely to be infected with hepatitis C virus. Such populations include injection drug users, persons who utilize STD and HIV/AIDS clinic services, and combat veterans.
4. Applicants who propose innovative approaches and strategies in the prevention and control of hepatitis C which could be replicated cost-effectively in other areas around the state.

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<sup>5</sup> While there are no provisions for hepatitis A and B vaccines, referrals for these immunobiologics are encouraged.

## IV. APPLICATION PREPARATION

### A. GENERAL INSTRUCTIONS

1. It is the applicant's responsibility to demonstrate an understanding of hepatitis C-related health issues specific to the target population to be served. Applicants must demonstrate the ability to design, implement, and evaluate a project in a cost-effective manner. Reviewers will assess the quality of an application **only** by evaluating the written document submitted under this RFA.
2. Applicants should not assume that reviewers have prior knowledge of the past history of the agency, strategies used by the agency to reach the target population, or how the proposed project would be appropriate for the target population. These must be clearly demonstrated in the application.
3. Number each page of the application consecutively.
4. Applications should be single-spaced.
5. Font size should be no less than 12 points except where necessary on Attachments.
6. Securely staple or clip the application in the upper left corner. Do not submit your application in a folder or binder.
7. All RFA attachments that require a signature must be signed in ink in a color other than black.
  - a. Have a person, who is authorized to bind the proposing firm to contract, sign each RFA attachment that requires a signature. Signature stamps are not acceptable.
  - b. Place the originally signed attachments in the application marked "Original."
  - c. The RFA attachments and other documentation placed in the six sets of copies may reflect photocopied signatures.
8. **Do not provide any materials that are not requested.** This includes resumes, agency brochures, or pages that exceed the maximum permitted in specified sections. These materials will be discarded and will not be reviewed.

### B. APPLICATION CRITERIA AND INSTRUCTIONS

Carefully follow the requirements and instructions for preparing and assembling your application. Answer all questions fully, as responses to and compliance with the RFA requirements and instructions will be used in the review and scoring of your agency's application.

## **1. Application Checklist (Attachment 1)**

*Scoring: This section will not be scored, however if any items are omitted from the application, it will be considered incomplete and out of compliance with this RFA and will not be reviewed.*

The items included on the checklist are required to be submitted as part of the application and should be presented in the order noted on the form. Complete the attached application checklist to ensure that all application attachments and required sections are included. You are not required to submit the checklist with your application package.

## **2. Application Cover Sheet (Attachment 2)**

*Scoring: This section will not be scored.*

The Application Cover Sheet (Attachment 2) must be signed by a person authorized to bind the agency. If the agency is a corporation, a person authorized by the Board of Directors to sign on behalf of the Board must sign the Cover Sheet.

## **3. Abstract (1-page limit, no form provided)**

*Scoring: This section will not be scored.*

The abstract is a one-page summary of the proposed project. The purpose of the abstract is to give the reviewers a concise overview.

- a. At the top left corner, on separate lines, enter the agency name and the name and phone number of the project contact person.
- b. Provide a summary of the intended project including a brief description of the target population and statement of need, the proposed activities, and key collaborators.
- c. Identify the total amount of funding requested. This amount should be the same amount requested under the submitted budget request.

## **4. Table of Contents (no form provided)**

*Scoring: This section will not be scored.*

Properly identify each section and the contents therein. Paginate all items in each section with the exception of the Attachments.

## **5. Target Population and Statement of Need (3-page limit, no form provided)**

*Scoring: This section will be worth 15 points and will assess the extent to which items a through e below are addressed in the application.*

Applicants must describe the target population to be served and the need for the proposed project. This description provides a frame of reference for reviewers to assess the appropriateness of the proposed project goals and objectives. Include the following when describing the target population and statement of need:

- a. Describe the target population, such as its age, population size, socio-economic status, primary languages, and estimate the number of persons with HCV and persons at-risk for HCV, and provide any other information relevant to the target population.
- b. Provide an estimate of the number of veterans using the agency's services or estimate the number of veterans the agency has the capacity to serve.
- c. Describe your agency's access to the target population.
- d. Identify the needs of the target population for the proposed project.
- e. Describe any existing resources available to the target population. Include programs and services, community organizations, coalitions, and collaborations.

#### **6. Agency Capability (4-page limit, no form provided)**

*Scoring: This section will be worth 25 points and will assess the extent to which items a through h below are addressed in the application.*

Answer each of the following as it applies to your agency:

- a. Provide a summary of your agency's mission statement, services, and any other information relevant to the proposed project. Describe how the proposed project will be incorporated into the present organizational structure.
- b. Provide a brief history of your agency. Discuss significant accomplishments of your agency, including how long it has been in operation, and its experience in working with the target population.
- c. Describe your agency's prior experience performing the proposed Hepatitis C project or similar projects.
- d. Describe the qualifications of key program staff who will be assigned to this project. Include a description of the educational background, work and volunteer experience, and other related experience to demonstrate their ability to implement the proposed project.
- e. Discuss your agency's current efforts to collaborate and coordinate with other community organizations, including local health departments. Be specific in describing these organizations and how you collaborate with them. Clearly identify strategies employed and/or services coordinated and any outcomes. Describe long-term planning that ensures continued community commitment to work with these entities. Discuss any

strategies you currently employ or will implement to overcome barriers to collaboration and coordination.

If your agency proposes to implement a project that is dependent upon other organizations or community entities, then a Memorandum of Understanding will be required as part of the contract if the project is to be funded.

- f. Describe your agency's resources including the fiscal solvency to cover expenses during the CDHS/DISB invoicing and payment process (which typically takes from 60-90 days) and describe your agency's resources that are currently available to ensure the timely start-up of the project. All applicants must disclose their **other** current and anticipated sources of funds related to hepatitis C for FY 2001-2002 by completing Attachment 3: Incoming Funds by Source.

**Note: The funds provided through this RFA cannot be used to supplant any other sources of funds that are used for the same purpose.**

- g. Describe your agency's administrative and fiscal capability, and experience in managing contract funds, especially from a state government agency, and entering into subcontract or consultant agreements.
- h. Briefly discuss your agency's auditing history for the past 3 years. Describe the frequency of audits, date of last audit, and a summary of major findings from the last audit. If funded, a copy of your agency's last audit may be required before a contract is finalized.

## **7. Letters of Support (2 required)**

*Scoring: This section will not be scored.*

Each application must include two letters of support from agencies with which your organization has been involved either in the provision of services, collaboration in community partnerships, or as a funding recipient. These letters must be from agencies with the experience to address the applicant agency's capability in terms of fiscal and administrative operations, as well as the capability to implement effective HCV prevention and control projects. Applications from agencies other than local health departments are encouraged to, but not required to, solicit a letter of support from their local health department.

The letters of support **MUST** be included with the submitted application. Letters sent directly to CDHS/DISB will not be accepted as meeting this requirement. Letters must be on the supporting agency's letterhead and include the following information:

- Name and original signature
- Address



- Phone number
- Contact person
- Type of relationship with applicant
- Fiscal and administrative capability of the applicant to manage government contract funds
- Whether or not the applicant is fiscally stable
- Applicant's capability to conduct hepatitis C prevention and control projects for at-risk or infected populations or implement the project proposed under this RFA
- Applicant's capability to work with diverse groups of agencies, individuals, and coalitions

**Note: CDHS/DISB reserves the right, at its sole discretion, to follow-up with references to further explore the capability of the applicant agency.**

#### **8. Agency Organization Chart (no form provided)**

*Scoring: This section will not be scored.*

Provide a current organization chart for the applicant agency.

#### **9. Project Description (4-page limit, no form provided)**

*Scoring: This section will be worth 20 points and will assess the extent to which the following information is addressed in the application.*

The Project Description serves as a comprehensive overview of the activities needed to achieve the goals and objectives of the proposed project. It must be written in a narrative format that provides reviewers with a clear understanding of how the proposed goals, objectives, and activities will be carried out, by when, where, and by which staff member(s). Demonstrate the appropriateness of the activities for the target population and include any potential barriers to implementation.

The project description should also describe the tracking measures to be used to determine process evaluation. Also, explain how the activities will be connected and complement each other to achieve the goals of the project.

#### **10. Scope of Work (no page limit, Attachment 4)**

*Scoring: This section will be worth 40 points and will assess the extent to which the project goals, objectives, method/activities, timeline and evaluation/tracking measures are addressed in the application.*

The Scope of Work (SOW) should provide sufficient detail to make the project description clear and understandable. The information provided in the SOW must correspond with the Project Description. The SOW, if funded, becomes part of the contract that is a legally binding document. It outlines all methods/activities to be performed by the applicant. The SOW may include objectives that address outreach, education, counseling, testing and/or referrals to those infected with HCV or those at increased risk. Once the SOW has

become part of the contract with CDHS/DISB, changes may not be made without CDHS/DISB approval. Refer to Appendix D for a sample Scope of Work. Use this same format and use as many pages as needed for developing the submitted Scope of Work. Instructions for completing the SOW are as follows:

**a. Header Information (to be on every page)**

- Agency Name: Enter the prime applicant agency's official name, as it will appear on legal documents.
- Contract Number: Leave blank.
- Contract Term: The period of the contract is November 1, 2001, to October 31, 2002.
- Revision Date: Leave blank.
- Page: Fill in consecutive page numbers on each page of the SOW beginning with the number one.

**b. Goals**

State the goal(s) of the project.

**c. Objectives (Column 1)**

The objectives should identify the expected result. It should state how much change will occur, for which target population, when the objective will be met and in which location. A good objective is specific, measurable, achievable, reachable and time limited. (Refer to Appendix E: Tips on Writing Objectives).

**d. Methods/Activities (Column 2)**

The methods/activities should describe how the objective will be implemented and may include some or all the following information:

*Who will do what?* Identify who is responsible for conducting or participating in the major activities (e.g., staff, community volunteers, or subcontractors.) Please list the position title. If using acronyms, indicate what each acronym stands for.

*What will be done?* Describe the activities that will be used to accomplish the objectives (e.g., educational sessions, counseling, or pamphlet distribution.)

*How much will be done?* Quantify the amount of work needed to be performed in order to help justify the staffing and budget requests (e.g., Describe the extent, frequency, and number of services).

*How will it be accomplished?* Provide specific details for any proposed linkages, referral mechanisms, and collaborative or coordinated efforts/services to achieve the related objective.

*Where will activities occur?* Indicate, where appropriate, the location(s) or site(s) where activities will occur (e.g., Name the clinics or treatment centers).

**e. Timeline (Column 3)**

Describe the time period that major activities will be implemented. Provide the start and end date (month/year) for completion of each activity. Do not give the entire contract period as the start and end date for the each activity.

**f. Evaluation/Tracking Measures (Column 4)**

“Process Evaluation” activities measure the extent to which the agency staff have completed the objectives and activities in the SOW. For example, what services were delivered, the type and number, number of participants, whether they were delivered to the intended target audience, number (and percent) of veterans served.

Describe the tracking measures, where appropriate, that will be used to document and verify the completion of activities and/or objectives. Examples of tracking measures include: sign-in sheets, evaluation reports, meeting notes, agendas, pre/post tests, survey instruments, survey results, or educational materials. These items document the completion of each activity and/or objective and can constitute a submission requirement to your progress reports to verify such completion.

*“Outcome Evaluation” activities will not be required for this RFA.*

**11. Budget Requirements**

*Scoring: This section will not be scored, however it is still important to submit a reasonable and justifiable budget.*

Refer to Section V for instructions on how to prepare the required budget documents to complete your application.

## V. BUDGET GUIDELINES AND PREPARATION

### **A. BUDGET**

The budget and supporting documentation are used to define the fiscal relationship between the State and the Contractor. They form the basis for both contract payments to the Contractor and compliance audits. CDHS/DISB reserves the right to negotiate with the selected contractor to determine the final contract award, which may be less than the amount requested in the application.

#### **1. Amendments**

Over the course of the contract period, modifications to the approved Scope of Work and Budget may be needed to more accurately reflect the activities being performed. CDHS/DISB policy provides for budget revisions and amendments.

#### **2. Prohibited Expenses**

The following are prohibited expense items:

- a. major equipment purchases (over \$5,000)
- b. costs for services that are payable through another funding source, such as Medi-Cal and Managed Care plans
- c. costs for direct curative or rehabilitative services
- d. construction costs
- e. inpatient or outpatient care
- f. bonuses/commissions for any lobbying activities
- g. purchase of real property including land, structures, and their attachments
- h. interest expenses
- i. purchase or lease-purchase option of any motor vehicle equipment
- j. program services or educational curricula that are religious or promote religious doctrine or payment to, or in aid of a church, religious sect, creed or sectarian purpose
- k. conferences, meetings or any other activity not related to hepatitis C
- l. facility rent or lease payment

## **B. BUDGET DETAIL WORKSHEET (Attachment 5)**

Applicants must include a Budget Detail Worksheet for the budget period. The Budget Detail Worksheet provides specific cost breakdowns for the budget line items identified in this section. All expenses shown must directly relate to the accomplishment of the objectives, activities and timelines identified in the Scope of Work. Please report costs using whole dollars only. Round fractional dollar amounts or cents to the nearest whole dollar amount.

When completing the Budget Detail Worksheet, you must fill out Attachment 5 or use a similar format. Use as many pages as necessary to display your detailed budgeted costs. The Budget Detail Worksheet is not intended to dictate the specific costs you are to report, but is intended to show you the required format for reporting your proposed budget detail.

### **1. Personnel Costs**

#### **a. Position Title and Number of Each**

Identify each funded position title or classification. Indicate the number of personnel in each position/classification. Staffing classifications and/or professional disciplines must be appropriate according to CDHS/DISB standards for management and operation of the activities described.

#### **b. Salary Rate/ Range**

Identify the monthly salary rate or range for each position/classification. Include paid leave benefits such as sick leave, vacation, annual leave and holiday pay.

#### **c. Full Time Equivalency**

Indicate the full-time equivalent (FTE) or annual percentage of time/effort claimed for each position (e.g. full time=1.0, ½ time = . 50, ¾ time = . 75, ¼ time = . 25, and number of hours, if hourly).

#### **d. Annual Costs**

Project an annual total for each position/classification.

#### **e. Grand Total**

Enter the grand total for personnel costs.

### **2. Fringe Benefits**

Fringe benefit expenses include, but are not limited to: costs for worker's compensation insurance; unemployment insurance; health, dental, vision and/or life insurance; disability insurance; and pension plan/retirement benefits.

Display fringe benefit costs as a percentage rate of the total personnel costs.

If applicable, enter \$0 if no fringe benefits costs will be incurred.

### **3. Operating Expenses**

Identify all direct project costs. Direct project costs may include but are not limited to the following expense items:

- a. Communications:
  - Telecommunications: For example, telephone, cell phone, fax, and Internet service provider fees
  - Postage or messenger/delivery service costs
- b. Reproduction, printing, or duplication
- c. Minor equipment: tangible items with a base unit cost of less than \$5,000 and a life expectancy of one year or more.
- d. Software: For example, license fees and upgrade/maintenance fees with a unit cost of less than \$5000
- e. Consumable office supplies
- f. Other consumable operating expenses which can be identified as a direct cost to CDHS/DISB's Hepatitis C Prevention and Control Projects

If applicable, enter \$0 if no operating expenses will be incurred.

### **4. Major Equipment Expenses (over \$5,000)**

CDHS will not reimburse major equipment purchases under the resulting contract. Major Equipment is defined as a tangible or intangible item with a base cost of \$5,000 or more and a life expectancy of one year or more that is purchased or reimbursed with agreement funds. Minor equipment expenses are budgeted as an operating expense.

Enter \$0 in this line item since no major equipment expenses will be reimbursed under this contract.

### **5. Travel Expenses**

Applicants must budget for all travel related to the administration of the proposed project. The State periodically establishes and adjusts travel reimbursement rates. (Refer to Appendix F: Travel Reimbursement Information). Expenditures that exceed State allowances will not be reimbursed without prior written approval. Written approval and any required receipts must be retained by the Contractor for audit purposes.

Indicate the total for all travel and per diem expenses for the following categories:

**a. Local Travel**

Estimate local mileage per month that will be necessary to carry out program requirements. Include parking and toll fees, if appropriate. State Board of Control allows a reimbursement rate of \$0.31 per mile.

**b. Out-of-Town or State Training-Related Travel**

Include expenses such as airfare, mileage, parking, toll fees, taxi and shuttle service fees, meals, hotels, and other per diem expenses.

**c. Out-of-State Travel**

Reimbursement for out-of-state travel is not allowed under this contract.

If applicable, enter \$0 in no travel expenses will be incurred.

**6. Subcontract Expenses**

Specify a total cost for all subcontracted services (including those performed by independent consultants). Subcontractors include any persons/firms performing contract services that are not on the Contractor's payroll. The use of a subcontractor or consultant must be clearly defined in the Scope of Work and Budget Justification. Any proposed use of subcontractors/consultant agreements must have prior state approval to ensure that appropriate State requirements are met.

If you intend to use subcontractors (including independent consultants), provide the following information, depending on whether subcontractors are known/pre-identified or have yet to be determined.

**a. Known/Pre-Identified Subcontractors or Independent Consultants**

Identify each subcontractor/consultant by name and include a separate expense breakdown for each of the subcontractor's costs for personnel expenses including fringe benefits, operating/general expenses, travel, subcontracts, and indirect costs.

**b. Unknown/Unidentified Subcontractors or Independent Consultants**

List a title for each subcontracted activity/function and indicate a total projected cost for each activity/function to be out-sourced.

If applicable, enter \$0 if no subcontractor or independent consultant costs will be incurred.

## **7. Other Costs**

Indicate here those direct project expenses that do not clearly fit into the other budget line items. Such costs may include, but are not limited to, training/conference registration fees, costs for educational material development, publication production costs or other costs unique to project performance.

If any service, product or deliverable will be provided on a fixed price or lump sum basis, name the items and/or deliverable and indicate "fixed price" or "lump sum" next to the item along with the price or fee.

If applicable enter \$0, if no other costs will be incurred.

## **8. Indirect Costs**

Proposed budgets must contain indirect costs at a rate no greater than 15% of total personnel costs including benefits. CDHS/DISB will deem an application non-responsive if an application offers an indirect cost that exceeds this limit. Costs claimed under individual line items or from other funding sources shall not be claimed under "Indirect Costs."

If applicable, enter \$0 if no indirect costs will be incurred.

## **9. Total Costs**

Enter a total annual cost for the budget period. Make sure all itemized costs equal this figure when added together.

## **C. BUDGET JUSTIFICATION (2-page limit, no form provided)**

Attach to the Budget Worksheet a Budget Justification Narrative which describes the facts and information to explain the reasonableness and/or necessity of your proposed budgeted costs. The Budget Justification Narrative does not need to address major equipment expenses or indirect costs.

Please construct the Budget Justification Narrative in accordance with the following guidelines:

### **1. Personnel Costs**

Discuss how the number of project-funded staff, their proposed duties and time commitments are sufficient to achieve the proposed services and activities.

### **2. Fringe Benefits**

Explain the expenses that make up fringe benefit costs. Typical fringe benefits costs can include worker's compensation insurance; unemployment insurance; health, dental, vision and/or life insurance; and pension plan/ retirement benefits.

If applicable, identify any positions that do not earn fringe benefit and/or that receive different benefit levels.



### **3. Operating Expenses**

Explain any unusually high costs elements included under operating expenses.

### **4. Travel Expenses**

Explain how you estimated your proposed travel costs. Note: Reimbursement generally may not exceed the current rates paid to State employees. Expenses exceeding State rates must be explained and justified and are subject to prior CDHS approval. (See Appendix F: Travel Reimbursement Information).

### **5. Subcontract Expenses**

If applicable, discuss the necessity of using each subcontractor and/or independent consultant. Explain what contributions their service and expertise will add to this project.

### **6. Other Costs**

- a. Itemize each expense item making up the "Other Costs" line item.
- b. Explain why each expense is necessary. Also, explain how you determined the amount of each expense.
- c. If you offered any services or deliverables on a fixed price or lump sum basis, explain how you determined the price or cost.

### **7. Additional Information**

Include any other information that will assist CDHS/DISB to understand how you determined your costs and why you believe your costs are justified and/or reasonable.

## **VI. MISCELLANEOUS CONTRACT INFORMATION**

### **A. PAYMENT**

1. Contractors will be paid on a quarterly cost reimbursement basis by invoicing for actual costs incurred in meeting the objectives as outlined in the contract Scope of Work. Invoices will be due within 30 days after the close of each quarter, and the final invoice must be submitted within 60 days after the termination date, expiration date, or fiscal year end, whichever is earliest.
2. CDHS/DISB may withhold up to 100% of any amount invoiced for services until the Contractor complies with the provisions of the contract, at which time the amount withheld will be released for payment to the Contractor. The Contractor will be notified within 30 days regarding the reason for withholding payment, and the Contractor will be afforded reasonable opportunity to discuss any action taken with the State.
3. CDHS/DISB may also adjust or modify invoices received if inappropriate or prohibited expenses are billed. Refer to page 17 for prohibited expenses.

### **B. SCOPE OF WORK REQUIREMENTS**

1. Contractors will be required to submit quarterly progress reports due 30 days after the end of each quarter. Progress reports identify the activities performed during the most recent reporting period. CDHS/DISB will provide instructions for completing the progress reports in the contract. Contractors must maintain sufficient documentation to support all Scope of Work activities.
2. If the Contractor fails to submit satisfactory progress reports or other contract deliverables by the required dates, subsequent invoices may be withheld for payment until satisfactory reports or deliverables are received.

### **C. MISCELLANEOUS PROVISIONS**

#### **1. Change in Key Program Staff**

The Contractor will notify CDHS/DISB immediately of any proposed change of the Executive Director, Project Director, or qualifications of any project staff, which affect the Contractor's ability to complete the contract requirements.

#### **2. Change in Contractor Status**

The Contractor will notify CDHS/DISB immediately of any proposed change in the Contractor's status, included but not limited to, mergers with another entity or

purchase of a said contractor agency by another entity. **Contract policy does not provide for Assignment.**

### **3. Publication Approval**

All public reports or publications produced as a result of funding through this RFA shall be submitted to CDHS/DISB for review. Written comment and approval proposed by CDHS/DISB requires at least three weeks before release or submission for publication.

## **D. CONTRACT TERMS AND CONDITIONS**

Funded applicants must enter a written contract that may contain proportions of each applicant's application, including the Budget Detail Worksheet, Scope of Work, standard contract provisions, the contract form, and Appendix G. Other documents may also appear in the resulting contract.

Appendix G contains contract terms that require strict adherence to various laws and contracting policies. An applicant's unwillingness or inability to agree to the proposed terms and conditions contained in Appendix G may cause CDHS to deem an applicant non-responsible and ineligible for an award. Some terms and conditions are conditional and may only appear in an agreement if certain conditions exist.

All contractors must also comply with CDHS administrative and fiscal policies and procedures as well as additional program provisions. Each contractor will receive, along with a copy of the contract, a copy of CDHS policies and procedures, which describes:

- Budget revisions
- Scope of work revisions
- Budget amendments
- Invoices
- Reporting requirements (Progress Reports)
- Contract uniformity

**VII. TABLE OF CONTENTS FOR ATTACHMENTS**

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## APPLICATION CHECKLIST

The following components and attachments must be completed and submitted with the application in the order shown here. Applications that are missing any of these components or attachments will be considered noncompliant and will not be reviewed.

Please note that you are not required to submit the Application Checklist with your application.

### **Components**

- \_\_\_\_\_ One Signed Original Application
- \_\_\_\_\_ 6 Copies of the Complete Application
- \_\_\_\_\_ Application Cover Sheet (Attachment 2)
- \_\_\_\_\_ Abstract (1-page limit, no form provided)
- \_\_\_\_\_ Table of Contents (no form provided)
- \_\_\_\_\_ Target Population and Statement of Need (3-page limit, no form provided)
- \_\_\_\_\_ Agency Capability (4-page limit, no form provided)
- \_\_\_\_\_ Project Description (4-page limit, no form provided)
- \_\_\_\_\_ Scope of Work (no page limit, Attachment 4)
- \_\_\_\_\_ Budget Detail Worksheet (Attachment 5)
- \_\_\_\_\_ Budget Justification (2-page limit, no form provided)

### **Attachments**

- \_\_\_\_\_ Agency Organization Chart (no form provided)
- \_\_\_\_\_ Incoming Funds by Source (Attachment 3)
- \_\_\_\_\_ Letters of Support (2 required)
- \_\_\_\_\_ Proof of Nonprofit Status (if applicable, Appendix A or B)

**APPLICATION COVERSHEET****PROJECTS FOR THE PREVENTION AND CONTROL OF HEPATITIS C**

Name of Agency *(Legal name as it will appear on the contract)*

Mailing Address *(Street address, P.O. Box, City, State, Zip Code)*

**Person authorized to act as the contact for this agency in matters regarding this application:**

Printed Name *(First, Last)*:

Title:

Telephone number:

Fax number:

(   )

(   )

Email Address:

**Person authorized to obligate this agency in matters regarding this application or the resulting contract:**

Printed Name *(First, Last)*:

Title:

Telephone number:

Fax number:

(   )

(   )

Email Address:

**Signature of Authorized Representative:**

**Date:**

## INCOMING FUNDS BY SOURCE

**AGENCY NAME:**

[illegible]

**SCOPE OF WORK**

Agency Name:

Contract Number:

Term: 11/01/01-10/31/02

Revision Date:

**GOAL:**

OBJECTIVES	METHODS/ACTIVITIES	TIMELINE	EVALUATION/TRACKING MEASURES



# BUDGET DETAIL WORKSHEET

## November 1, 2001- October 31, 2002

### Personnel

<u>Position Title and No. of each</u>	<u>Salary Rate/Range</u>	<u>FTE %</u>	<u>Annual Cost</u>
	\$		\$
	\$		\$
	\$		\$
<b>Total Personnel</b>			\$

**Fringe Benefits** (\_\_\_ % of Personnel)

**Total Benefits** \$

### Operating Expenses

<u>Expense Description</u>	<u>Cost</u>
	\$
	\$
	\$
	\$

### Equipment

<u>Equipment Description</u>	<u># of Units</u>	<u>Unit Cost</u>	<u>Total Cost</u>
		\$	\$
		\$	\$
		\$	\$
<b>Total Equipment</b>			\$ <b>0</b>

### Travel

**Total Travel** \$

### Subcontracts

Name of Subcontractor:

<u>Personnel</u>	<u>Gen. Exp.</u>	<u>Travel</u>	<u>Subcontracts</u>	<u>Indirect Costs</u>	<u>Total Cost</u>
\$	\$	\$	\$	\$	\$

Name of Subcontractor:

<u>Personnel</u>	<u>Gen. Exp.</u>	<u>Travel</u>	<u>Subcontracts</u>	<u>Indirect Costs</u>	<u>Total Cost</u>
\$	\$	\$	\$	\$	\$

Name of Subcontracted Project (If Subcontractor is unknown):

\$  
\$

**Total Subcontracts** \$

### Other Costs

<u>Item Description</u>	<u>Estimated Cost</u>
	\$ _____
	\$ _____
	<b>Total Other Costs</b> \$ _____

**Indirect Costs** ( XX% of [\[Enter cost basis\]](#) Costs)

**Total Indirect Costs** \$

**Total Costs** \$

Fill in this chart or use a similar format. Use as many sheets as are necessary.

## VIII. TABLE OF CONTENTS FOR APPENDICES

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## **STATEMENT BY DOMESTIC NONPROFIT CORPORATION**

Appendix A: Statement by Domestic Nonprofit Corporation (SO-100), dated November 1999 can only be viewed or downloaded from the following Internet site: [http://www.ss.ca.gov/business/corp/pdf/so/corp\\_so100.pdf](http://www.ss.ca.gov/business/corp/pdf/so/corp_so100.pdf)

If you do not have Internet access and wish to obtain a copy of this document, please contact the Hepatitis C Prevention and Control Unit by phone at (510) 540-2022 or by email at [hepc@dhs.ca.gov](mailto:hepc@dhs.ca.gov).

## **SAMPLE PROOF OF NON-PROFIT STATUS LETTER**

### DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
P.O. BOX 2508  
CINCINNATI, OH 45201

Date:

Employer Identification Number:

xx-xxxxxxx

DLN:

xxxxxxxxx

Contact Person:

XXXX XXXXX

Contact Telephone Number:

(xxx) xxx-xxxx

Accounting Period Ending:

March 31

Foundation Status Classification:

170 (b) (1) (A) (vi)

Advance Ruling Period Begins:

January 22, 1997

Advance Ruling Period Ends:

March 31, 2001

Addendum Applies:

None

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501 (c) (3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509 (a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509 (a) (1) and 170 (b) (1) (A) (vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509 (a) (1) or 509 (a) (2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support test requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507 (d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act of amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Employment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for you use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions or sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

Contributions to you are deductible by donor beginning January 22, 1997.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15<sup>th</sup> day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is a reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeded \$1,000,000 in any

year, the penalty is \$100 per day per return, unless there is a reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual return available for public inspection for three years after the return is due. You are also required to make available a copy of your exemption application, any supporting documents, and this exemption letter. Failure to make these documents available for public inspection may subject you to a penalty of \$20 per day for each there is a failure to comply (up to a maximum of \$10,000 in the case of an annual return).

You need an employer identification number even if you have no employees. If an employer identification number was not entered in your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose names and telephone number are shown in the heading of this letter.

Sincerely yours,

District Director

## INTELLECTUAL PROPERTY RIGHTS

### 1. Ownership

- A. Except where DHS has agreed in a signed writing to accept a license, DHS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.
- B. For the purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - 1) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- C. In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of DHS' Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of DHS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHS. **Except as otherwise set forth herein, neither the Contractor nor DHS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHS in the third-party's license agreement.

- D. Contractor agrees to cooperate with DHS in establishing or maintaining DHS' exclusive rights in the Intellectual Property, and in assuring DHS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHS and which result directly or indirectly from this agreement or any subcontract.
- E. Contractor further agrees to assist and cooperate with DHS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHS' Intellectual Property rights and interests.

## **2. Retained Rights / License Rights**

- A. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to DHS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- B. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

## **3. Copyright**

- A. Contractor agrees that for purposes of copyright law, all works [\[as defined in Provision 1, Paragraph B1\)\]](#) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.



- B. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, shall include DHS' notice of copyright, which shall read in 3mm or larger typeface: "© 2001, State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

#### **4. Patent Rights**

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's scope of work, Contractor hereby grants to DHS a license as described under [Provision 2](#) of this exhibit for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreement's scope of work, then Contractor agrees to assign to DHS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHS in securing United States and foreign patents with respect thereto.

#### **5. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHS' prior written approval; and (ii) granting to or obtaining for DHS, without additional compensation, a license, as described in [Provision 2](#) of this exhibit, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon these terms is unattainable, and DHS determines that the Intellectual Property should be included in or is required for Contractor's performance of this agreement, Contractor shall obtain a license under terms acceptable to DHS.

#### **6. Warranties**

A. Contractor represents and warrants that:

- 1) It is free to enter into and fully perform this agreement.
- 2) It has secured and will secure all rights and licenses necessary for its performance of this agreement.
- 3) Neither Contractor's performance of this agreement, nor the exercise by either Party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- 4) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

- 5) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
  - 6) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHS in this agreement.
  - 7) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - 8) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this agreement.
- B. DHS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

## **7. Intellectual Property Indemnity**

- A. Contractor shall indemnify, defend and hold harmless DHS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this agreement. DHS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHS.

- B. Should any Intellectual Property licensed by the Contractor to DHS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to DHS. DHS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHS shall be entitled to a refund of all monies paid under this agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- C. Contractor agrees that damages alone would be inadequate to compensate DHS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHS would suffer irreparable harm in the event of such breach and agrees DHS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

## **8. Federal Funding**

In any agreement funded in whole or in part by the federal government, DHS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

## **9. Survival**

The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

## SAMPLE SCOPE OF WORK

Agency Name: ABC Clinic

Contract Number: \_\_\_\_\_

Term: 11/01/01-10/31/02

Revision Date: \_\_\_\_\_

**GOAL:** Persons at increased risk for HCV will adopt risk reduction strategies to prevent infection.

OBJECTIVES	METHODS/ACTIVITIES	TIMELINE	EVALUATION/TRACKING MEASURES
<p><b>Objective 1:</b> By 3/30/02, at least 80% of HIV prevention counselors working at ABC Community Clinic will attend an 8-hour skills-based training to integrate HCV risk reduction messages into existing HIV/STD counseling sessions, with 75% demonstrating competency as evidenced by trainer evaluation.</p>	<p><b>Activity 1a:</b> The Clinic Manager (CM), or designated staff person will develop and administer an assessment tool to identify areas which should be prioritized for HCV training.</p> <p><b>Activity 1b:</b> The Clinic Assistant (CA), or designated staff person, will collect and tabulate assessment responses, and forward to the designated CDHS trainer.</p> <p><b>Activity 1c:</b> Designated CDHS trainer will conduct at least 2 trainings for Clinic ABC counseling staff, including the areas highlighted as greatest need on the training assessment.</p> <p><b>Activity 1d:</b> CA will maintain copies of sign-in sheets, pre- and post-course evaluations, and other documentation necessary for maintaining files.</p>	<p>7/1 – 9/15/01</p> <p>9/15 – 12/15/01</p> <p>1/15 – 2/28/02</p> <p>1/15 – 3/30/02</p>	<p>Assessment instruments will be developed and field-tested among potential training staff to ensure validity, reliability, and usefulness.</p> <p>CM will meet with DHS trainer to review training curricula and assure that priority training areas are covered.</p> <p>Copies of sign-in sheets, and pre/post course evaluations will be tallied and summarized, and included in quarterly reports to DHS.</p>

<p><b>Objective 2:</b> By 6/30/02, HIV prevention counselors in Clinic ABC will effectively integrate HCV risk reduction messages in at least 80% of pre/post test counseling sessions offered to clients.</p>	<p><b>Activity 2a:</b> After training, CM will conduct a follow-up meeting to determine counselors' level of confidence regarding integrating HCV messages into counseling sessions, and identify logistical issues that may help or hinder counseling integration efforts.</p>	<p>3/15 – 4/30/02</p>	<p>Meeting minutes will be maintained by the CA or designated person, with key areas prioritized for action. Copies of minutes will be included in quarterly reports.</p> <p>Counselor observation forms will be developed and maintained by the CM or designated staff, and summarized, highlighting priority practice, policy, and/or infrastructure challenges or opportunities. Identifying counselor information will be removed from reports sent to DHS to maintain counselor anonymity.</p>
<p><b>Activity 2b:</b> The CM or designated staff person will hold periodic meetings to problem solve around previously identified issues, as well as challenging situations.</p>	<p><b>Activity 2b:</b> The CM or designated staff person will hold periodic meetings to problem solve around previously identified issues, as well as challenging situations.</p>	<p>3/15 – 6/30/02</p>	
<p><b>Activity 2c:</b> The CM or designated staff person will conduct quarterly observations of counselors, with client consent, to determine the extent to which counselors conduct session in a client-centered manner, identify risk activities for HCV, support client efforts to reduce those risks in a manner that is realistic for, and determined by, the client.</p>	<p><b>Activity 2c:</b> The CM or designated staff person will conduct quarterly observations of counselors, with client consent, to determine the extent to which counselors conduct session in a client-centered manner, identify risk activities for HCV, support client efforts to reduce those risks in a manner that is realistic for, and determined by, the client.</p>	<p>3/15 – 6/30/02</p>	
<p><b>Activity 2d:</b> Records will be maintained by the CA to document the number of sessions that successfully integrated HCV into existing sessions.</p>	<p><b>Activity 2d:</b> Records will be maintained by the CA to document the number of sessions that successfully integrated HCV into existing sessions.</p>	<p>3/1 – 6/30/02</p>	

## TIPS ON WRITING OBJECTIVES

The following description is taken from material developed by the Stanford Center for Research in Disease Prevention.

### Definition of Objectives

Objectives are specific indicators of program goals. They define the necessary steps for reaching a goal. Objectives state a specific result within an identifiable time frame.

Objectives are "outcomes" of program activities (actions), and should not be confused with the activities themselves. Moreover, objectives should not be confused with goal statements which are long-range anticipated results or consequences. For example, a goal to make domestic violence socially unacceptable.

It is important to break project goals into specific objectives so that everyone understands clearly what needs to be done, and when. The assumption is that if each objective is achieved, it contributes to the accomplishment of the overall goal.

Developing measurable objectives requires time, systematic thinking, and a thorough understanding of your goals. The process may seem time-consuming, but will allow for smooth implementation and evaluation. In addition, developing specific, measurable objectives allow staff and volunteers to maintain a sharp focus on their commitments, and show how activities relate to desired outcomes.

### Guidelines for Stating Objectives

The following are some simple questions that each objective statement ought to answer:

- What (measurable) change or benefit is expected?
- Who is expected to change or benefit?
- How much change or benefit is expected?
- When is the change or benefit expected to happen?

A helpful rule for writing objectives is that they should be "**SMART**"

**Specific      Measurable      Achievable      Reachable      Time-bound**

These are verbs you can use to help decide whether a statement is an objective or not:

**Objectives**

To increase...  
 To decrease...  
 To reduce...  
 To change...

**Not Objectives (Activities or Action)**

To provide...  
 To establish...  
 To create...  
 To assess...

Examples of Objectives

Here is an example of a poorly-defined objective:

“To raise community awareness of domestic violence.”

Measurement concerns with this objective include:

- What is awareness—how will you know it when you see it?
- How is community defined—adults, youth, geographic boundaries, etc.?
- What does “raise” mean—what is the baseline, and how much improvement is anticipated?
- How will this objective be met—via a media campaign, a school program, etc.?
- When is the anticipated change supposed to occur?

Here is an example of a well-defined objective:

“At the conclusion of the 2-day relationship skills class, at least 80 percent of the junior high school participants will be able to demonstrate nonviolent interpersonal skills in role play scenarios.”

This objective tells us that there is a commitment to communicating certain information in a specific way to a group of learners, and that the learners will have demonstrated acquisition of new information during a certain time period.

**Check if your proposed objectives:**

\_\_\_\_\_ Describe problem-related outcomes of the program.

\_\_\_\_\_ Define the population served.

\_\_\_\_\_ State the time as to when the objective will be met.

\_\_\_\_\_ Describe the expected changes in numerical items.

**Travel Reimbursement Information**  
**Effective November 1, 1999**

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract.
  - a. Reimbursement shall be at the rates established for nonrepresented/excluded state employees.
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of special assignments.
  - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.
    - (1) Lodging (with receipts):

Travel Location / Area	Reimbursement Rate
Statewide Non-High Cost Area	\$ 84.00 plus tax
High Cost Areas including the following counties: Alameda, San Francisco, San Mateo, Santa Clara and Central and Western Los Angeles (L.A.). Central and Western L.A. is the territory bordered by Sunset Blvd. On the north, the Pacific Ocean on the West, Imperial Blvd./Freeway 105 on the South and Freeways 110, 10, and 101 on the East.  Central and Western L.A. includes downtown L.A., Englewood, L.A. International Airport, Playa del Rey, Venice, Santa Monica, Brentwood, West L.A., Westwood Village, Culver City, Beverly Hills, Century City, West Hollywood and Hollywood.	\$110.00 plus tax

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel has been stipulated in the contract and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors must have prior Departmental approval and a budgeted trip authority.
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this bulletin.



- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be 31 cents maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim a rate of 31 cents per mile without certification and up to 37 cents per mile with certification. If a contractor uses his or her car "in lieu of" air fair, the air coach fair will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

#### Travel Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> <li>Travel period ends at least one hour after the regularly scheduled workday ends, or</li> <li>Travel period begins prior to or at 5:00 p.m. and continues beyond 7:00 p.m.</li> </ul>	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

## **GENERAL TERMS AND CONDITIONS**

Appendix G: General Terms and Conditions (GTC 201), dated February 20, 2001 can only be viewed or downloaded from the following Internet site:

<http://www.dgs.ca.gov/contracts>

If you do not have Internet access and wish to obtain a copy of this document, please contact the Hepatitis C Prevention and Control Unit by phone at (510) 540-2022 or by email at: [hepc@dhs.ca.gov](mailto:hepc@dhs.ca.gov).